

Dear Client Participant,

Thank you for agreeing to participate in the Supervised Nutritional Therapy Teaching Clinic. In order to proceed we would be grateful if you could read these Terms of Agreement and review the two appendices (Appendix 1 the Data Processing Agreement and Appendix 2 the Client Charter).

PLEASE READ AND ANSWER QUESTION AT THE BOTTOM AND PROCEED TO THE NEXT SECTION/PAGE:

Before being accepted into the Nutritional Therapy Teaching Clinic I understand I may need to be contacted for further information regarding my health and any presenting conditions or medical diagnosis. This sometimes happens once a potential client completes a Personalised Nutrition Questionnaire or from receipt of the Volunteer Form. If more information is required to determine suitability for a Nutritional Therapy consultation then the Clinic Manager will contact you.

This Agreement is between the Client, the Clinic Supervisor, the Student and CNELM (herein known as the 'Centre'). The Centre for purposes of this Agreement is represented by the Clinic Manager. This Agreement and Appendices lay out all the relevant conditions including how Data will be processed, transferred, stored and retained between all parties and therefore serves the additional purpose of a Data Processing Agreement.

A NOTE ON TERMINOLOGY: Throughout this document and appendices the Term 'GP' or 'Medical Doctor' is used - in the UK and some other locations 'GP' means 'General Practitioner' and refers to a Medical Doctor. In other locations where the terms General Practitioner or GP are not used then the equivalent is usually Medical Practitioner or Medical Doctor.

Part A:

As the Client I Agree, Consent, Acknowledge, Understand and Confirm to the following Conditions:

1. I confirm I have received, read and understood the two Appendices related to this Terms of Agreement: Appendix 1 - Data Processing Agreement and Appendix 2 - Client Charter.
2. By signing this form I agree for the collection, processing, transmission and storage of my Data as outlined in Appendix One - Data Processing.
3. I further agree to sign a separate consent form detailing my preferences and restrictions on how my Data can be used within the consultation process. As a minimum, I agree that my Data can be shared with the Student/s engaged in the consultation, and the assessors for review, moderation, academic & professional assessment purposes.
4. It is important that I tell the Student and Clinic Supervisor about any medical diagnosis, prescribed or over-the counter medication, herbal medicine, or food supplements I am taking, as this may affect the nutritional plan. If I am unclear about the agreed nutritional therapy plan including diet, nutritional supplements and/or recommendations for tests, I should contact the Student promptly for clarification and copy to the Clinic Supervisor.
5. If I use an EpiPen for acute anaphylactic shock, insulin injection or carry a medical Alert Card then I agree I will inform the Student and Clinic Supervisor in advance of the

consultation/s and inform them where such items are kept upon my person or easily accessible nearby. This is in order to provide the best possible chance of managing a situation in an 'event' requiring our intervention. If the consultation is being held online then prior to the consultation I will inform the student and supervisor of my location so that they can call emergency services should an unanticipated event occur.

6. I understand that the advice given to me in the Teaching Clinic is personal to me and may not be appropriate for others.

7. I acknowledge that if I have a concern or complaint about my experience in the Student Teaching Clinic, I will follow the guidance outlined in the Client Charter, see Appendix 2. I further acknowledge that in such an event I will be required to sign an additional consent form permitting CNELM Senior Management and/or Academic Staff, including the Clinic Manager access to consultation recordings, associated documents and communications in order to process and respond to my concern, or complaint.

8. For consultations that take place 'off site' i.e. not at CNELM, I agree to a recording of the consultation being made, using Zoom Video Conferencing Software, by the Clinic Supervisor. The Clinic Supervisor will securely send the recording to the Centre and securely delete from their own device.

9. I acknowledge that anonymous data will be used for Clinic Audit purposes.

10. I confirm I am not related to, or a close friend of, or working colleague of the Student or Students, or Clinic Supervisors, involved in the consultation.

11. I confirm I am 16 years of age or over if I sign this form - or my Parent/Guardian will counter-sign this form.

12. I acknowledge that the Clinic Supervisor has a duty to comply with any legal requirements including Regulatory and Professional Codes. (If you would like a hard copy of the Codes then these can be provided by the Student on request).

13. I acknowledge that a nutrition intervention does not replace medical advice, and that I am responsible for contacting my medical doctor about any health concerns that I may have.

14. I understand that the Student and Clinic Supervisor will have checked for drug-food-supplement interactions using a reliable database and informed me of any listed interactions and will have designed my programme to take such interactions into account.* However, I acknowledge that it is my responsibility to inform my medical practitioner of any nutritional strategy provided as a result of the consultation so that he/she is aware of foods and nutritional supplements that I am taking alongside medication.

15. For clarity there are **three** reasons why we might communicate with your GP (1) general confirmation that we send to all GP's following a visit; (2) if there is a health concern or request for their input (3) if legally required to communicate with official agencies including your GP. These **three** reasons are expanded below.

16. I acknowledge and agree that CNELM will send a letter to my GP following the first consultation and if necessary after the second consultation.*

17. Following consultations/s I will be sent by secure means (i.e. Google Drive), a copy of the proposed letter, to be sent to my GP, for my comment and if necessary correction. I accept and agree to review the GP letter within 5 calendar days and confirm that I am happy for the letter to be sent to my GP. I accept that my consent cannot be assumed and that it is therefore of critical importance that I respond within the 5 day period, as otherwise I acknowledge my nutritional therapy intervention will be delayed, or cancelled. Once I have confirmed the GP letter the food plans and other related documents will be forwarded to me within two working days.*

18. At CNELM, we use Gmail Confidential Mode (GCM) email or by attaching in an ordinary email a password protected document (such as a PDF) wherever possible to protect your personal information. However, in some cases, communication with third parties (such as GPs and laboratories) may need to be conducted via an ordinary email, as they may not support encrypted communications like GCM or password protected attachments. If such a situation arises, we will contact you directly to request your consent before sending any personal or confidential information by ordinary email.

19. I acknowledge that if the proposed letter to the GP and/or other Healthcare Professional deemed necessary by the Clinic Supervisor, cannot be mutually agreed, then both the Clinic Supervisor and I, as the Client, have the right to withdraw from the consultation process. In this instance the Clinic Supervisor will either (a) contact my GP/Healthcare Provider without my consent if legally obliged to do so or (b) terminate this agreement and consider my consultation to be null and void. In the event of either (a) or (b) other documentation relating to the consultation will not be sent to me.*

20. I agree for the Clinic Supervisor / Student/s to contact my medical practitioner if considered necessary and/or make referrals to qualified health practitioners. I understand that the consultation will not proceed without this agreement. If at the end of the consultation, I decide that I would like to withdraw approval for my medical practitioner, or other health practitioners to be contacted, then the consultation will be considered null and void, and no further communication from the Clinic Supervisor or the Student will be made. I would not be entitled to a return consultation. I understand that if my medical practitioner is in a private practice then charges may be made by them to read any correspondence sent, and if required, I will cover the cost.*

21. I understand that the Clinic Supervisor and CNELM have a legal duty of care while I am a client within the Student Teaching Clinic. I understand that occasions could arise when the Clinic Supervisor would be legally obliged and/or required by the Professional and Regulatory Code to communicate with other professionals/agencies including my GP without my explicit consent. Should such an unlikely, but possible, situation arise I acknowledge that I would be informed that contact was to be made, and where legally allowed the content of such communication would be made available to me.

22. I agree to record my dietary intake as requested and complete the Personalised Nutrition Questionnaire in good time before the consultation so that the Student has time to analyse my diet and review the questionnaire in advance of the consultation, and so that the Clinic Supervisor also has a chance to review the questionnaire in good time.

23. I agree that the security of my completed questionnaire is my responsibility until it is received by CNELM.

24. I understand that if I am suffering from a mental health disorder or serious illness, including a terminal illness, that I will have declared this on my questionnaire. Participation in a consultation will be subject to the experience of CNELM's Clinic Supervisors and the readiness of a Student to participate and lead the consultation. You will be recommended to seek the services of a private practitioner, if considered outside of the scope of the Teaching Clinic.

25. I agree to inform the Centre, at the earliest possible opportunity, if I am unable to attend the scheduled consultation, providing due time for the Centre to book another client.

26. I agree to provide short verbal feedback, and/or complete a short written questionnaire for the Student at the end of a consultation to assist them in their clinical development.

27. I agree that Students and Clinic Supervisors may share their client experiences as part of their training requirements with other staff and Students in an anonymous manner, and for

the Centre to use case data for research and educational purposes in an anonymous manner.

28. I agree to be available for one nutritional therapy consultation, a coaching call and a return visit.*

29. I agree to inform the Student and/or the Clinic Supervisor or the Clinic Manager of any significant deterioration in my health whilst participating in the programme, or any change that might alter my eligibility to participate in the Student Teaching Clinic.

30. I understand that the Clinic Supervisor is overall responsible for the consultation and recommendations. The consultation takes place under the Clinic Supervisor's professional indemnity insurance. For the purpose of clarity I acknowledge that I would be the client of the Clinic Supervisor, and not the Student.

31. I agree for the Centre to use my laboratory and case data for research and educational purposes in an anonymous manner.*

32. I understand that in order for the consultation to proceed that I must return my signed consent and disclaimer forms prior to the consultation.

33. If nutritional supplements are recommended to me as part of my recommended nutritional intervention, then I agree to only take these supplements for the duration of supervision. If I take other products over this period, I agree to inform the Student and Clinic Supervisor, and the Clinic Supervisor will decide whether the additional products necessitate terminating the agreement for ongoing supervision, particularly if impacting the safety of the intervention.*

34. I understand that the Centre, the Clinic Supervisor and Student are not responsible for products taken by myself which have not been recommended by the Clinic Supervisor or Student.*

35. I acknowledge that the nutritional supplement programme recommended to me by the Student and Clinic Supervisor is for a specified period of time only, and that ongoing use of supplementation is best taken under the guidance of a practitioner qualified to recommend nutritional supplements.*

36. I understand that written recommendations including food plans will be sent to me within two weeks (ten working days) of the consultation date. I will be informed if there is a delay. This is subject to my undertaking to provide my confirmation within 5 calendar days that I am happy for any letter, where applicable, to be sent to my GP.*

37. I understand the Student Teaching Clinic allows for a maximum of two 'no charge' nutritional therapy consultations and a coaching call and that if further support is required then fees will be based on the professional rate of the Clinic Supervisor. (This would require the Clinic Supervisor to agree to my continuing client status as part of their own private nutritional therapy practice. The Clinic Supervisor may involve the Student, as a further learning opportunity, subject to the wishes of the client). *

38. I understand that if I wish to have further support, without payment, then I can re-apply to be a Client with another Student - but acknowledge this does not equate to a continuation of the original consultation, and in effect means starting afresh with a new Personalised Nutrition Questionnaire. If I return to the Student Teaching Clinic as a new Client at a later date I have no anticipation or expectation that previous recommendations will be taken into account.*

39. I understand that my consultation documents will be sent to me securely by electronic means and in compliance with both the Data Protection Act 2018 (UK) and the UK General Data Protection Regulations (UK-GDPR) 2018. It is my responsibility to alert the Student and the Clinic Supervisor if I would prefer these documents to be sent by special/recorded

postal service (Please see Appendix 1). Letters to my GP or other healthcare professionals will also be sent by secure electronic means **wherever possible**. If the GP practice/healthcare professional does not accept password protected emails then CNELM will seek written approval from me that the letter can be sent in a non-password protected format. If it is not possible to send by electronic means then such letters will be sent by recorded delivery, if in the UK. If outside the UK then any hard copy documents posted to healthcare professionals will be sent by a secure postal service, or courier.

40. CNELM provides a secure means of returning completed questionnaires prior to the consultation. This involves completion of the Form via Docusign, which is a secure platform. The Clinic Supervisor, upon completion of any Docusign documents completed, will create a PDF Version and upload this to the Clinic Supervisor's online Google Drive folder. Instructions on how to do this have been sent to me in my appointment confirmation email. You will be advised to lookout for emails from Docusign that will contain a Link to the documents you need to complete. If you encounter issues completing the Docusign form please contact the Clinic Manager in the first instance.

41. I acknowledge that I am participating in an online nutritional therapy consultation and as such it is assumed that I have the necessary technological skills and access to equipment to complete required documents and to fully engage with the process. In exceptional circumstances it can be facilitated to be sent documents related to the consultation by post. Or with my express written confirmation for a trusted third party to be involved with the process to facilitate online completion of documents and access to online documents. I acknowledge that if I request all documents to be posted including pre-consultation questionnaire and terms of agreement, and documents following each consultation that I will incur, if residing within the UK, a cost of £50. A charge of £15 would be incurred if only the initial questionnaire and terms of agreements are requested to be posted. A sliding scale of fees applies to participants outside of the UK and will depend upon where documents are to be posted to. Print versions will be on A4 paper and double sided in standard font size. If specialist printing is required such as large font size and/or single side printing then the cost will increase on a sliding scale. All documentation whether online or printed are only provided in the English Language. I will receive an invoice from CNELM to cover printing, postage and associated administration time which is payable prior to the first consultation.

42. I will be sent a reminder of my appointment approximately **one** week before the consultation date. It is my responsibility to confirm I can still attend at that date and time. If the Student does not receive confirmation from me **24 hours** prior to the appointment date then I understand that the consultation will be cancelled.

43. I understand that Students are in a learning environment and will be provided with feedback and support to help them achieve professional competency.

44. If the consultation is being supervised remotely (i.e. with the Clinic Supervisor being situated in a different location or both the Clinic Supervisor and student being situated in different locations), then I understand that it can only proceed if all technological prerequisites are in order. This includes the Clinic Supervisor being able to both hear and see (via webcam) the consultation in real time. To enhance the safety of Clients, I understand that if this technology fails at any point during the consultation then it will be terminated and re-scheduled. If I am joining the consultation remotely from my own location then I will ensure that I have a private space to conduct the session with minimal risk of interruptions. It is expected that I will have sufficient technical skills in relation to the software used for video conferencing. If you require help to use the software (Zoom) and to manage

the audio and video setting then you should ensure you have arranged for somebody competent to be available to assist you.

45. I confirm that the information provided by me on the Personalised Nutrition Questionnaire and during the consultation process is, and will be, to the best of my knowledge true, and accurate.

46. There may be occasions when the Student or Clinic Supervisor needs to send me confidential information by email. CNELM uses Gmail Confidential Mode to do this. This is a more secure method of sending information than using regular email. In order to be able to read the email a pass code would be sent in an SMS message to your mobile phone. I agree to provide a mobile phone number so that the passcode may be received. If I don't have a mobile phone number then the email will be sent using Gmail Confidential Mode but without the extra level of verification that a password provides.

47. I agree that it is my responsibility to ensure that the computer/device and my personal email address I am using for zoom consultations and correspondence relating to my appointment is secure and confidential. I acknowledge that CNELM will not use work email addresses.

48. a) *If I do not have the required level of understanding of the English language to participate independently in the Supervised Teaching Clinic, I acknowledge that if exceptionally agreed, I would cover the cost of a Professional Translator joining the consultation.**

b) *If I am located in a Non-English speaking location and my Healthcare & Medical Practitioners cannot, or do not, accept documents in English, or, cannot provide documents in English, then I understand I am responsible for the costs associated with Professional Translation services, if used.*

c) *I understand that the above **two points** are to maximise client safety, as related to correct interpretation of recommended nutrition and lifestyle interventions, and accurate translations of written documents. I understand that the CNELM Teaching Clinic is conducted in the English Language only.**

d) *This clause is associated with the CNELM Position Statement called '**Client from and/or residing in a Non-English speaking Country seen in the CNELM Nutritional Therapy Teaching Clinic**'. A copy of the Position Statement can be provided on request. This is only applicable, when as a result of the Consultation CNELM needs to send written letters or other documents to your Healthcare Practitioner/s, or when we request, or receive test results. Likewise, if your Healthcare Practitioner needs to write to us at CNELM then the document must be translated via a Professional Translation service, if needed. It is your responsibility to source a **Professional Translation** service that can **verify** the accuracy of the translation. The Translation Service may verify the accuracy on the Translated Document itself, or via a verification email - this will normally be sent to you. You will then send a copy of the original document and translated version alongside evidence of verification back to CNELM. For clarity written documents and communications include: emails, letters, reports, test results, applicable medical records.**

PART B:

The Centre, the Student/s and the Clinic Supervisor Agree to Commit to the following Terms and Conditions:

1. Clinic Supervisors have completed an accredited route to Nutritional Therapy Practice through a degree accredited route and are NLP Practitioners or trained in the principles of

coaching. Clinic Supervisors have access to a Clinic Manager, Practice Supervisor, Head of Quality Assurance and Clinical Director whose roles include the oversight of the quality of Student Supervision.

2. Clinic Supervisors are full members of the Professional Body BANT (British Association for Nutritional Therapy and Lifestyle Medicine). and if applicable an appropriate Coaching Body if they hold an NLP Practitioner Certificate. Clinic Supervisors are Registered with the Regulatory Body CNHC (Complementary and Natural Healthcare Council).
3. Clinic Supervisors are insured to practice and are overall responsible for the consultations they supervise. As such, as a Client, you are the Client of the Clinic Supervisor.
4. Other Insurance: The Centre has public liability and Training School's insurance. The insurance covers online and in-person consultations. At this time all consultations are conducted online. Further guidance is offered if an in-person consultation is approved.
5. Students and Clinic Supervisors sign a declaration that they are 'Fit to Practice'.
6. That all consultations are supervised by a Clinic Supervisor.
7. CNELM handles all Client Data in accordance with the Data Protection Act 2018 (UK) and the UK General Data Protection Regulations. CNELM is registered with the Information Commissioner's Office (ICO) which is in accordance with the Data Protection Act. This means:
 - a. Staff and Students know how to process and store personal information relating to a 'Data Subject' safely and securely in order to protect client confidentiality.
 - b. A process is in place to respond to requests made by Data Subjects to 'access' their Data in accordance with UK GDPR.
 - c. Retention of Client's personal data, including Special Category data, are kept securely and for no longer than necessary, whilst in accordance with CNELM's Data Retention Policy and for the Clinic Supervisor in accordance with CNHC and BANT Codes.
8. As point 7 above, the Student Teaching Clinic is covered by the ICO registration of CNELM. However, all Clinic Supervisors independently are also required to be registered with the ICO.
9. Take appropriate measures to inform you of risks, benefits, options and limitations of nutritional therapy.
10. Take meaningful and accurate records of consultations. We make records of discussions and communications that occur between consultations in person, by phone or email and note the date and time as part of a Communications Record Sheet.
11. Provide clear recommendations for nutritional therapy intervention.
12. Facilitate the purchase of nutritional supplements for clients participating in nutritional therapy consultations, in the UK, at a 15% discount via the Centre's accounts with the Natural Dispensary, where applicable, based on client location. Use of the account is for the duration of involvement with the Student Teaching Clinic or a Clinic Supervisor. The Centre does not facilitate discounts on laboratory tests. Overseas Clients may be able to benefit in a similar way depending on specific terms within their location, and cost of delivery overseas, and any local regulation related to import and tariffs.*
13. That any financial profit from the sale of nutritional products or laboratory tests is directed into Student training and that Students, Clinic Supervisors and staff employed by the Centre do not personally gain from the sale of products or laboratory tests.*
14. That Students and Clinic Supervisors operate within the guidance provided by the FSA (Food Standards Agency) regarding EU Nutrition and Health Claims Regulation.

15. Clients participating in consultations with individual Students will be supervised for a first visit, a coaching call and a return visit. After that a fee is incurred as described in point 36 (client conditions) above.*

16. Should the Student not send the Client recommendations to the Client within four weeks of the consultation date then the Clinic Supervisor will send the Client the written recommendations and will offer the Client an additional free of charge follow-up consultation.*

17. Once a student has Graduated and becomes a Qualified Nutritional Therapist, with full BANT Membership and Registration where applicable, clients can approach them to be a client in the Graduates Consultancy Practice, if they so choose. The Graduated Nutritional Therapist will liaise with the Clinic Supervisor on a Practitioner to Practitioner basis as per normal best practice in order to determine if such a self-referral is appropriate. A Graduate Qualified Nutritional Therapist or a Student expecting to Graduate, cannot use the relationship established with you during your time in the Nutritional Therapy Teaching Clinic to 'tout' for business and/or directly contact clients they had seen as a student in the CNELM Nutritional Therapy Teaching Clinic. The Teaching Clinic cannot be used by those involved as a 'marketing' opportunity including Testimonials on their website. Permission to contact Clients who self-referred would require the express permission of the Clinic Supervisor who formally holds the Client records in their practice. The Clinic Supervisor should check with the Client if they consent to the now qualified student contacting them with information about their Practice Consultancy. If a Client asks during their consultation in the student CNELM Nutritional Therapy Teaching Clinic to remain in contact with the student in order to join their Practice once they have Qualified then, subject to permission of the Clinic Supervisor, future contact can be consented and agreed. In such a situation the Client will need to sign a Future Contact consent form, and is provisional upon the student graduating with no Fitness to Practice concerns. In other words - you should feel assured you are in control of any decision you may make if you wish to work with the student in the future once they have qualified. No approach should be made to you - but you are free to express an interest and to provide consent.*

**** Points above marked with an Asterix (*) do not apply for Dietary Educator Consultations.***

PART C:

FURTHER CLARIFICATION ON PASSWORD PROTECTION OF DOCUMENTS AND HOW YOUR RESPONSE TO THIS FORM IS PROCESSED.

1. The DP Act (Data Protection Act 2018) and UK GDPR (General Data Protection Regulations) considers Health-related Data as 'Special Category' data. As such your health data requires protection in the way in which it is transmitted/transported, processed, stored, retained and deleted. The protection of your data and information is important to us and as such we will send you your Data via a Google Drive Link from the Clinic Supervisor's CNELM Google Account. The Link will be made available to you for 30 days. This method of transfer will require you to have a computer and internet connection.

2. Your final documents will be stored as set out in the Data Processing Agreement (DPA) (Appendix 1) and stored in a password protected encrypted archive.

3. The only personal Data collected using this form pertains to your name and email address. In addition your IP address will be logged. Your IP address, name and email are considered under the DP Act and UK-GDPR to be 'personal identifiers' and as such are considered 'sensitive data' - but not 'special category data'.

4. Data recorded by us when you submit this form is retained as set out in the Data Processing Agreement - Appendix 1. Copies of responses are held in aggregate by the CNELM Clinic Manager. A PDF copy of the individual response is made available to the Clinic Supervisor and Student. The Student in addition will create an anonymous copy for the purpose of academic assessment.

Please note that Smartphones and Tablets are not recommended devices for accessing your Data unless you are connected on a trusted and secure network.